



**IN THE COMPETITION**  
**APPEAL TRIBUNAL**

Case No: 1720/7/7/25

BETWEEN:

**OR BROOK CLASS REPRESENTATIVE LIMITED**

Proposed Class Representative

- v -

**(1) ALPHABET INC.**

**(2) GOOGLE LLC**

**(3) GOOGLE IRELAND LIMITED**

**(4) GOOGLE UK LIMITED**

**(5) GOOGLE ASIA PACIFIC PTE. LTD.**

**(6) GOOGLE COMMERCE LIMITED**

Proposed Defendants

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**CONFIDENTIALITY RING ORDER**

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**UPON** considering correspondence from the Proposed Class Representative and the Proposed Defendants (the **Parties**) to the above-named collective proceedings (the **Proceedings**) regarding the appropriate form of order such that documents in these Proceedings containing confidential information be subject to confidentiality terms contained in this order

**AND HAVING REGARD TO** the Tribunal's Practice Direction 1/2024 on Disclosure and Management of Confidential Information dated 4 January 2024, and its powers under the Competition Appeal Tribunal (the **Tribunal**) Rules 2015 as amended (the **CAT Rules**) (Rules 53(2)(h), 101 and 102)

**AND UPON** the Parties having agreed to the terms of this order (the **Confidentiality Terms**)

**IT IS ORDERED BY CONSENT THAT:**

1. **DEFINITIONS**

1.1 For the purpose of these Confidentiality Terms:

(A) **CMA Material** means, to the extent disclosable, documents submitted to and/or received from the Competition and Markets Authority in the Online Platforms and Digital Advertising Market Study, the Mobile Ecosystems Market Study, the Mobile Browsers and Cloud Gaming Market Investigation and/or the Strategic Market Status Investigation into Google's general search and search advertising services.

(B) **Confidential Information** means:

i. documents provided by a Party, including any part of those documents and any information contained within those documents, which:

(a) the Disclosing Party has designated as confidential in accordance with paragraph 3 below; or

(b) are designated as confidential by the Tribunal; and

(c) have not subsequently been re-designated not confidential, either by consent or by order of the Tribunal; and

ii. documents such as:

(a) working documents created by the Receiving Party or its advisers or experts;

(b) *inter-partes* correspondence;

(c) documents filed at the Tribunal, such as pleadings, witness evidence, expert reports, skeleton arguments, applications and draft orders; and

(d) transcripts prepared by a third party service provider,

which contain, reflect or reproduce the content of the documents or information provided under paragraph 1.1.(B)(i); but

iii. the following documents or information will not be Confidential Information:

(a) redacted versions of the documents described at paragraph 1.1(B)(i)-(ii) if they have been redacted so that they no longer contain or refer to the content of the documents or information provided under paragraph 1.1(B)(i); and

(b) documents that use Confidential Information (for example, to provide an aggregation of Confidential Information) but which (a) do not reveal the content of Confidential Information and (b) do not enable the content of Confidential Information to be revealed.

(C) **Disclosing Party** means the Party that disclosed a document or information in the Proceedings.

(D) **EC Material** means, to the extent disclosable, (1) documents submitted to and/or received from the European Commission in Case AT.40099 – Google Android, (2) documents submitted to and/or received from the General Court in Case T-604/18; and (3) documents submitted to and/or received from the Court of Justice in Case C-738/22 P.

(E) **Guide** means the Tribunal’s 2015 Guide to Proceedings, as amended.

(F) **Party** means the Proposed Class Representative or the Proposed Defendants.

(G) **Permitted Persons** means:

i. those persons listed in Annex A to these Confidentiality Terms (as amended from time to time pursuant to these Confidentiality Terms and/or by the Tribunal) who have given a signed undertaking in the terms of Annex B to these Confidentiality Terms, and, where an additional Permitted Person is added, the Proposing Party (as defined

below) has complied with paragraph 6.1(A) below;

- ii. necessary secretarial, business services or other support personnel, including for the avoidance of doubt internal providers of eDisclosure or litigation support services (not including trainee solicitors or paralegals unless already listed in Annex A of these Confidentiality Terms), IT, reprographics staff and clerks, acting under the supervision and/or instructions of the persons identified at paragraph 1.1(F)(i) for the purpose of the Proceedings, provided that such personnel have been informed of the confidential nature of the Confidential Information and the terms of Annex B to these Confidentiality Terms;
  - iii. any external eDisclosure or litigation support provider engaged by any Party for the purpose of the Proceedings to provide eDisclosure or similar services in support of those persons identified at paragraph 1.1(F)(i) above, who may have access to the Confidential Information as a necessary consequence of the provision of the said services and whose identity is notified to the other Parties in writing at least two (2) working days in advance of the Confidential Information being provided to them, provided that such providers have been informed of the confidential nature of the Confidential Information and the terms of Annex B; and
  - iv. the Tribunal and its personnel (and any appeal Court of competent jurisdiction and its personnel).
- (H) **Proposed Class Representative** means Or Brook Class Representative Limited.
- (I) **Proposed Defendants** means Alphabet Inc., Google LLC, Google Ireland Limited, Google UK Limited, Google Asia Pacific Pte. Ltd., and Google Commerce Limited (each a **Proposed Defendant**)
- (J) **Receiving Party** means the Party that received a document or information in the Proceedings.

- (K) **Tribunal** means the Competition Appeal Tribunal.
- (L) **U.S. Proceedings** means *United States of America, et al. v Google LLC* (Case No 1:20-cv-03010-APM) and *State of Colorado, et al. v Google LLC* (Case No 1:20-cv03715-APM).
- (M) **U.S. Productions** means, to the extent disclosable, (1) documents disclosed and/or filed and/or submitted in the U.S. Proceedings by the parties to those proceedings, and (2) any other non-contemporaneous documents disclosed and/or filed and/or submitted in the U.S. Proceedings by any party.

## 2. CONFIDENTIAL INFORMATION

- 2.1 Confidential Information provided in the context of the Proceedings is to be provided or made available solely to the Permitted Persons, to be held by them on the terms set out in Annex B of these Confidentiality Terms, subject to the following paragraphs of these Confidentiality Terms.
- 2.2 In accordance with paragraph 7.35 of the Guide, a document, or information contained in it, is Confidential Information where: (i) its disclosure would be contrary to the public interest; (ii) it contains commercial information, the disclosure of which could significantly harm the legitimate business interests of the undertaking(s) to which it relates; and/or (iii) it relates to the private affairs of an individual, the disclosure of which could significantly harm that individual's interests.
- 2.3 Confidential Information shall exclude information which is already published or generally available to the public or becomes published or generally available to the public, other than through the act or omission of a Receiving Party or a Permitted Person in breach of this Order, Rule 102 of the CAT Rules, or any other obligation owed to the other Party.

## 3. DESIGNATION OF CONFIDENTIAL INFORMATION

- 3.1 A document disclosed by the Proposed Defendants that is EC Material, CMA Material and/or is from the U.S. Productions is automatically designated as

Confidential Information (an **Automatically Confidential Document**).

3.2 The Proposed Defendants will be required to review any Automatically Confidential Documents for confidentiality only to the extent that:

- (A) any party refers to that Automatically Confidential Document in a document filed with the Tribunal in the Proceedings (including a skeleton argument, witness statement or expert report);
- (B) the parties agree that an Automatically Confidential Document shall be included in any hearing bundle prepared in the Proceedings; or
- (C) the Proposed Class Representative otherwise indicates to the Proposed Defendants in writing and good faith that it may refer to such Automatically Confidential Document at a hearing in the Proceedings.

3.3 Following a manual review by the Proposed Defendants required pursuant to paragraph 3.2, the Proposed Defendants shall inform the Proposed Class Representative in writing, no later than fourteen (14) days after receipt of notice that the Automatically Confidential Document will be relied on in the manner set out in paragraphs 3.2(A) to 3.2(C) above (for the avoidance of doubt, receipt of a document filed in the Proceedings constitutes notice that documents referenced therein are to be introduced in the Proceedings in accordance with paragraph 3.2(A)), whether they are:

- (A) amending the designation of the Automatically Confidential Documents to “not confidential”; or
- (B) maintaining the designation as Confidential Information. Should the Proposed Defendants maintain their designation of Confidential Information, the Proposed Defendants shall highlight that Confidential Information and provide a non-confidential copy of that document/information with the Confidential Information redacted within twenty-eight (28) working days.

3.4 The deadlines in paragraph 3.3 may be extended by agreement between the Parties. Consent to a request for an extension shall not be unreasonably

withheld.

- 3.5 With the exception of an Automatically Confidential Document designated in accordance with paragraph 3.1 above, a Party providing a document or information in connection with the Proceedings must designate the document or information as either: (i) Confidential Information; or (ii) not confidential.
- 3.6 When designating a document in accordance with paragraph 3.5 above, the Party that introduces the document into the Proceedings shall comply with the following procedure:
- (A) the Disclosing Party must notify the Receiving Party in writing that it is disclosing a document containing Confidential Information, provide a reasoned basis for making such a designation in accordance with paragraph 7.35 of the Guide, and must comply with paragraph 7.46 of the Guide;
  - (B) a designation of not confidential means that the document is not Confidential Information. For the avoidance of doubt, in the event of a designation of not confidential, Rule 102 continues to apply (to the extent it would otherwise have applied);
  - (C) failure to provide a designation for a document at the time the document is provided shall be deemed to be a designation of the document in question as “not confidential”. A party may alter the designation of a document to correct any erroneous designation or reflect the de-designation of a document by notice in writing to the Receiving Party; and
  - (D) the designation of any document as containing Confidential Information by a Party may be challenged in accordance with paragraph 4 of these Confidentiality Terms.
- 3.7 Each Party shall be responsible, in respect of any document to be introduced at any hearing in the Proceedings, for labelling and highlighting any Confidential Information in documents disclosed by them in the following ways:

- (A) any bundle index will state which documents are Confidential Information and identify the Party to which the Confidential Information relates.
- (B) the specific text and/or extract which contains Confidential Information will be highlighted.

#### 4. CHALLENGE TO CONFIDENTIAL DESIGNATION

4.1 A Receiving Party may request that the Disclosing Party amend the designation of a document that it has provided as follows:

- (A) The Receiving Party shall provide a written request to the Disclosing Party specifying:
  - i. the relevant document/information concerned;
  - ii. the designation the Receiving Party considers to be appropriate; and
  - iii. why it is reasonable and necessary for the designation of the document/ information to be altered.
- (B) The Disclosing Party may consent in writing to alter the designation of any documents/information, with such consent not to be unreasonably withheld. Any response must be provided within fourteen (14) working days of receipt of the written request referred to in paragraph 4.1(A).
- (C) Should the consent referred to in paragraph 4.1(B) not be provided by the Disclosing Party, the Receiving Party may apply to the Tribunal for an order that the document/information in question should be designated as either: (i) Confidential Information; or (ii) not confidential (as the Receiving Party deems appropriate). Prior written notice of such an application must be given to the Disclosing Party. In responding to such application, the Disclosing Party shall comply with Rule 101(1) and paragraphs 7.46 and 7.47 of the Guide. Save for where there are exceptional reasons that justify a hearing, applications under this paragraph 4.1(C) are generally to be dealt with on paper by the Tribunal.
- (D) For the avoidance of doubt, the initial confidentiality designation of the

document(s) in question shall remain at their initial designation until the Tribunal has made its determination.

- 4.2 The deadlines in this paragraph 4 may be extended by agreement between the Parties. Consent to a request for an extension shall not be unreasonably withheld.

**5. DISCLOSURE AND INSPECTION OF CONFIDENTIAL INFORMATION**

- 5.1 Disclosure and inspection of any document containing Confidential Information shall be restricted to the Permitted Persons on the basis that:

- (A) the recipient Permitted Person holds the Confidential Information on the terms set out in Annex B of these Confidentiality Terms;
- (B) any such Confidential Information will be treated by the Permitted Person as confidential and will be used solely for the purpose of the proper conduct of the Proceedings; and
- (C) no such Permitted Person will, save as expressly provided for by the Confidentiality Terms, discuss, disclose, copy, reproduce or distribute any Confidential Information.

- 5.2 Provided it is for the purpose of the proper conduct of the Proceedings, nothing in these Confidentiality Terms shall prohibit any Permitted Person from:

- (A) making notes or copies of, or preparing reports, submissions or other documents concerning, containing or reflecting any Confidential Information (which notes, copies, reports, submissions or other documents would themselves be Confidential Information); and
- (B) disclosing any Confidential Information to any other person who is a Permitted Person provided that no Confidential Information shall be directly or indirectly disclosed beyond Permitted Persons.

- 5.3 During any hearing in the Proceedings, each Party wishing to refer to Confidential Information shall be responsible for indicating to the Tribunal that the document contains Confidential Information.

5.4 In the event of any disclosure of Confidential Information other than as authorised by these Confidentiality Terms (including any unintentional or inadvertent disclosure):

- (A) solicitors representing the party making the unauthorised disclosure shall immediately notify the unauthorised recipient(s) and the solicitors for the Disclosing Party of the same;
- (B) the party making the unauthorised disclosure shall use all reasonable endeavours to prevent further unauthorised disclosure, including retrieving all copies of the Confidential Information from the unauthorised recipient(s); and
- (C) the party making the unauthorised disclosure shall use all reasonable endeavours to secure the agreement of the unauthorised recipient(s) not to further disseminate the Confidential Information in any form.

**6. ADDITION OR REMOVAL OF PERMITTED PERSONS**

6.1 If a Party (the **Proposing Party**) wishes to add an additional person as a Permitted Person:

- (A) The Proposing Party shall notify and request the express written consent of the other Party(ies), and when requesting such written consent, provide details of that person's name, role, and an explanation of why their designation as a Permitted Person is reasonable and necessary.
- (B) Following receipt of a notice pursuant to paragraph 6.1(A) above, the other Party(ies) shall not unreasonably withhold or delay its consent and if it objects to the proposed additional Permitted Person(s), it shall notify the Proposing Party in writing within five (5) working days that it so objects along with a statement of the reason(s) for the objection.
- (C) If express consent is given by the other Party(ies), or the other Party(ies) fails to give express consent and fails to give written notice of objection within the five (5) working day period specified in paragraph 6.1(B) above:

- i. the additional person shall be required to sign the written undertaking at Annex B of these Confidentiality Terms; and
- ii. the Proposing Party will provide a copy of the signed undertaking and an amended version of Annex A of these Confidentiality Terms to the other Party(ies) .

(D) Upon those steps being completed, the additional person shall be designated as a Permitted Person.

6.2 If an objection referred to in paragraph 6.1(B) is received within the five (5) working day period there referred to, the Proposing Party may apply to the Tribunal, provided prior written notice of such application is given to the other Party(ies). The additional person will become a Permitted Person if the Tribunal so orders.

6.3 If a Party wishes to remove a person as a Permitted Person, that Party shall notify the other Party and provide an amended version of Annex A of these Confidentiality Terms. The Party must also comply with paragraph 8 including (subject to paragraphs 8.2 and 8.3) by notifying the person to be removed as a Permitted Person to destroy (insofar as technologically feasible) or make inaccessible all Confidential Information in their possession within a reasonable time. For the avoidance of doubt, a Party may only remove a Permitted Person whom it had (initially or by following the process in paragraph 6.1) proposed as a Permitted Person.

6.4 A record of Permitted Persons shall be kept and updated by the Parties upon the addition or removal of such persons. Such record shall be provided to the Tribunal upon its request. Annex A to these Confidentiality Terms reflects the current list of individuals who are Permitted Persons.

6.5 For the avoidance of doubt, there shall be no requirement to amend these Confidentiality Terms upon the addition or removal of Permitted Persons.

7. **PROVISION OF CONFIDENTIAL INFORMATION TO ADDITIONAL PERSONS**

- 7.1 Nothing in these Confidentiality Terms shall prevent or prohibit a receiving Party from disclosing Confidential Information to a person who is not a Permitted Person and/or referring to such documents or information in open Tribunal insofar as any such disclosure has been authorised in writing by the Disclosing Party in accordance with this paragraph, and/or taking any action which is required by applicable law or by a court of competent jurisdiction. In these circumstances, a receiving Party may produce such Confidential Information but shall take all reasonable measures to ensure the Confidential Information is treated in accordance with these Confidentiality Terms.
- 7.2 A Party that receives Confidential Information in the Proceedings may request that certain Confidential Information is to be provided to or made available to one or more persons who are not Permitted Persons.
- 7.3 If a Party wishes such Confidential Information to be provided or made available to such persons:
- (A) It shall notify and request the express written consent of the other Party, specifying the name and role of the proposed person(s), the specific Confidential Information that is to be provided or made available to such person(s) (by reference to the relevant document insofar as practicable) and provide an explanation of why it is reasonable and necessary for the Confidential Information to be provided or made available to such person(s);
  - (B) Following receipt of a notice pursuant to paragraph 7.3(A) above, the recipient of such notice shall not unreasonably withhold or delay their consent and if the recipient objects to the Confidential Information being provided or made available to the proposed person(s), they shall notify the requesting Party within five (5) working days of receipt of the notice that they so object, save that the requesting Party shall not unreasonably withhold consent to an extension of time for this purpose where it is reasonably required in view of the nature and/or number of documents which are subject of the request; and

- (C) If the recipient required to be provided with notice under paragraph 7.3(A) gives express consent or fails to give written notice of objection within the five (5) day working day period specified in paragraph 7.3(B) above (or within any extended time period the Parties have agreed):
- i. The additional person will be required to give the written undertaking in the terms of Annex B of these Confidentiality Terms, amended to list the specific documents that are provided or made available to them;
  - ii. The Party concerned will provide the written undertaking referred to in paragraph 7.3(C)(i) above to the other Party; and
  - iii. On the completion of those steps, the additional person may be provided with the Confidential Information.

7.4 If any objection referred to in paragraph 7.3(B) above is received within the five (5) working day period specified, the requesting Party may apply to the Tribunal for an order that the Confidential Information may be disclosed to the additional person(s), provided that prior written notice is given of such application to the other Party. The additional person may be provided with the Confidential Information if the Tribunal so orders.

## 8. COPIES OF CONFIDENTIAL INFORMATION

8.1 The production of copies of the Confidential Information shall be limited to those required by the Permitted Persons to whom they are disclosed.

8.2 Subject to the exceptions in paragraph 8.3 below, each Party and Permitted Person must destroy copies of Confidential Information provided pursuant to these Confidentiality Terms (in both hard and soft copy) (insofar as technologically feasible) or make them inaccessible at the conclusion of the Proceedings, or when that Party or Permitted Person ceases to be involved in the Proceedings. At such time, each Party shall notify its Permitted Persons that they must destroy (insofar as technologically feasible) or make inaccessible all Confidential Information in their possession. Each Party shall notify the other Party within a reasonable time that the Confidential Information has been

destroyed (insofar as technologically feasible) or made inaccessible (as appropriate).

- 8.3 The obligation in paragraph 8.2 above is subject to the following exceptions:
- (A) paragraph 8.2 does not apply to solicitors' or counsel's notes subject to continued compliance with all other Confidentiality Terms;
  - (B) paragraph 8.2 does not create an obligation to search for transitory or deeply stored soft copies of Confidential Information which may exist on the computer system of the Receiving Party but which cannot be recovered without special measures, provided that such documents and/or information will be promptly deleted in the event of the restoration of such copies;
  - (C) paragraph 8.2 does not apply to Parties' copies of pleadings, evidence, skeleton arguments, transcripts, applications, draft orders, correspondence referred to at trial or in a hearing or submitted in the Proceedings, as well as lawyer work product referring to Confidential Information, subject to continued compliance with the Confidentiality Terms in respect of the Confidential Information contained within such documents; and
  - (D) paragraph 8.2 does not apply to a Party in respect of the Confidential Information it provided.

9. **PROPOSED DEFENDANTS' DATA RETRIEVED FROM A DATABASE**

- 9.1 Should the Proposed Defendants disclose data retrieved from a database (the **Data**), the following additional conditions will apply.
- (A) prior to the disclosure of the Data, the Proposed Defendants will inform the Proposed Class Representative that the Data to be disclosed is subject to the conditions of this paragraph 9 and the Proposed Class Representative will confirm its agreement that this paragraph applies;
  - (B) the Data will only be downloaded to, and stored by a Receiving Party in

a secure location and manner that ensures that access is limited only to the Permitted Persons authorised under this Order;

- (C) the Data will be in the custody of and accessible (only with password and/or biometric authentication) to only the specific consultants who will be performing data analysis in this case and have given a signed undertaking in the terms of Annex B of the Schedule to these Confidentiality Terms; and
- (D) within thirty (30) days of the final disposition of the Proceedings, the Proposed Class Representative will ensure that any person or organisation provided with the Data has destroyed the Data and any copies of the Data, and will notify the Proposed Defendants within a reasonable time that the Data has been destroyed.

## 10. NOTICES

10.1 Any notice, consent or objection to be given under or in connection with these Confidentiality Terms (each a **Notice** for the purposes of this paragraph) shall be in writing.

10.2 Service of a Notice must be effected by email.

10.3 Notices shall be addressed as follows:

- (A) Notices for the Proposed Class Representative shall be marked for the attention of Geradin Partners Limited and KP Law Limited and sent to:

Email addresses: [dgeradin@geradinpartners.com](mailto:dgeradin@geradinpartners.com)

[pteague@geradinpartners.com](mailto:pteague@geradinpartners.com)

[Emma.Birch@kpl.co.uk](mailto:Emma.Birch@kpl.co.uk)

[aojukwu@geradinpartners.com](mailto:aojukwu@geradinpartners.com)

[GP-BrookGoogle@geradinpartners.com](mailto:GP-BrookGoogle@geradinpartners.com)

[searchclaim@kpl.co.uk](mailto:searchclaim@kpl.co.uk)

(B) Notices for the Proposed Defendants shall be marked for the attention of Simmons & Simmons LLP and sent to:

Email address: [BROOKSimmonsClaimTeam@simmons-simmons.com](mailto:BROOKSimmonsClaimTeam@simmons-simmons.com)

Reference: 132170-00001

**11. GENERAL PROVISIONS**

- 11.1 The Confidentiality Terms are intended to apply unless or until superseded by a subsequent order of the Tribunal.
- 11.2 In respect of Confidential Information, subject to any order of the Tribunal, the obligations contained in the undertakings provided pursuant to this Order and Rule 102 of the CAT Rules shall continue to apply following termination of the Proceedings, and each of the Parties shall continue to treat Confidential Information in accordance with this Order unless the other Party consents or until they have confirmed to the other Party that all Confidential Information held by it or on its behalf has been destroyed.
- 11.3 In the event of any anticipated or actual breach of these Confidentiality Terms, any Party may seek to enforce the Confidentiality Terms.
- 11.4 These Confidentiality Terms and any undertakings given in relation to them are governed by and shall be construed in accordance with English law and each Party hereby irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales.
- 11.5 Nothing in these Confidentiality Terms or the Annexes to these Confidentiality Terms shall prevent or prohibit any Permitted Persons (as may be extended from time to time) from acting in other proceedings, subject to their ongoing compliance with these Confidentiality Terms, the undertakings given pursuant to it, Rule 102 of the CAT Rules, and any applicable professional obligations.
- 11.6 There shall be liberty to apply to vary the terms of this Confidentiality Order.
- 11.7 The costs of compliance with and of drafting these Confidentiality Terms shall be costs in the case.

**The Honourable Mr Justice Meade**

Made: 5 May 2026

Chair of the Competition Appeal Tribunal

Drawn: 6 May 2026

## Annex A

### **The Proposed Class Representative's Permitted Persons**

#### *The Proposed Class Representative*

Dr Or Brook

#### *The Proposed Class Representative's external legal team*

Nicholas Khan KC  
Mark Brealey KC  
Kieron Beal KC  
Robert O'Donoghue KC  
Adam Aldred  
Daniel Carall-Green  
Ali Al-Karim  
Camilla Cockerill  
Ruth Flame  
Damien Geradin  
Patrick Teague  
Anthony Ojukwu  
Duncan Hedar  
Emma Birch  
James Matthews  
Kieran Anderson  
Sukriti Jaiswal  
Peter Ribbins  
Marie-June Evin  
Oliver Montgomery  
Temi Alade  
Eguono Ogueh  
Athar Mirza  
Matthew Tweddell  
Aakanksha Mehta  
Kelly Bracken  
Alexandra Whitehead

#### *The Proposed Class Representative's external economists*

Professor Fiona Scott Morton  
Matt Hunt  
Paul Armstrong  
Mikaël Hervé  
Domilé Butkeviciute  
Charlie Whitehead  
Mariam Arutyunyan

Sebastian Vergara  
Charles Conquest  
Uğur Akgün  
Finn Heyd  
Anis Marrakchi  
Stefano Ficco  
Akwasi Owosu-Brempong

### **The Proposed Defendants' Permitted Persons**

#### *In-House Counsel (Google)*

Paul Colpitts  
Jenny Coombes

#### *The Proposed Defendants' external legal team*

Sarah Abram KC  
Meredith Pickford KC  
David Gregory  
Max Schaefer  
Alfred Artley  
Edmund Eustace  
Patrick Boylan  
Elizabeth Davison  
Sarah Smith  
Eleanore Di Claudio  
Duncan Green  
Tom McKenzie  
Katrina Allison  
Eliza Jones  
Fergus Brown  
Robert Clacy  
Patrick Hart  
Joshua Goldstein  
Emily Hufton  
Fiona Kan  
Paul Stuart

#### *The Proposed Defendant's external economists*

David Matthew  
Adrien Cervera-Jackson  
Gabriella Monahova  
Connie Lee

Cameron Birchall  
Katherine Eyre  
Hamza Shoaib  
James Thomas  
Thomas Dixon

## Annex B

In respect of any Confidential Information disclosed pursuant to this Order, each Permitted Person undertakes that they will comply with the following requirements to the extent applicable. The defined terms in this Order are used in this Annex.

I, [insert name], of [firm, company, or establishment] being [role] undertake to the Tribunal as follows:

1. I have read a copy of these Confidentiality Terms and understand the implications and provisions of the Confidentiality Terms, and the giving of these undertakings.
2. I will treat all Confidential Information made available to me for the purpose of the Proceedings as confidential and will use any such Confidential Information only for the purpose of the proper conduct of the Proceedings. My obligations in these undertakings shall apply equally to any documents or information which incorporate Confidential Information (or part thereof) or any information contained therein, as defined in paragraph 1.1(A) of the Confidentiality Terms.
3. Except as expressly contemplated by the Confidentiality Terms, I will not use, disclose, discuss, copy, reproduce or distribute any such Confidential Information to persons who are not Permitted Persons or authorise, enable or assist any person to do so.
4. Upon ceasing to be a Permitted Person, I will destroy (insofar as technologically feasible) or make inaccessible all Confidential Information in my possession within a reasonable time, in accordance with paragraphs 6.5 and 8.2-8.3 of the Confidentiality Terms.
5. I have read Rule 31.22 of the Civil Procedure Rules and Rules 101 and 102 of the Competition Appeal Tribunal Rules 2015 and am aware of and will comply with the obligations imposed by those Rules.
6. I will take all such steps as may be necessary or expedient on my part to comply with any request made under or pursuant to the Confidentiality Terms.

7. I will otherwise comply with the Confidentiality Terms and/or, as the case may be, take all steps within my power to ensure that the Confidentiality Terms are complied with, including by not disclosing Confidential Information to persons other than relevant Permitted Persons, or assisting or enabling any person to do so.
8. The documents containing any Confidential Information will remain in my custody or the custody of another Permitted Person at all times and will be held in a manner appropriate to the circumstances so as to prevent unauthorised access.
9. The production of further copies by me of the documents containing Confidential Information shall be limited to that reasonably required for the use of the Permitted Persons for the purposes of the Proceedings only and shall be held in accordance with these undertakings.
10. I will continue to comply with these undertakings after the conclusion of the Proceedings, in respect of any Confidential Information that I do not destroy and continue to hold.
11. Nothing in these undertakings shall prevent or prohibit the owner of the Confidential Information from taking any action in relation to that information, which they would otherwise be entitled to take.
12. Nothing in these undertakings shall prevent or prohibit me from taking any action that is permitted in this Order, or has been authorised in writing by the relevant Disclosing Party, or that I am required to take by applicable law or by a court of competent jurisdiction.

Signed:

Name:

Date: